

Alternatives to Detention Support Subgrant Application

Title II Formula Grant

South Dakota Department of Corrections

APPLICATION DUE: June 5, 2020

Applicants with original signatures must be **submitted and received** by the Department of Corrections by the close of business on **June 5, 2020**. Faxed and emailed applications will not be accepted. Submit complete applications to:

***Bridget Coppersmith
Department of Corrections
3200 East Highway 34
Pierre, SD 57501 -5070***

Funding under this application is non-competitive and not guaranteed to each applicant. The application narrative and budget must be approved by both the SD Department of Corrections and the Council of Juvenile Services. If approved, the application content will be presented to the Office of Juvenile Justice and Delinquency Prevention for their approval of any addition of program purpose areas that may be needed to support the approved plan.

SECTION 1. APPLICANT INFORMATION

Applicant: Davison County (Katie Buschbach, JDAI Coordinator)		
Address: 1015 S Miller St		
City/State/Zip: Mitchell, SD 57301	Phone: 605-677-8442	Fax:
Email: katieb@davisoncounty.org	Federal Employer or Payee Identification Number (FEIN):	
Project Director Name: Jim Miskimins		Title: Davison Co States Attorney
Agency: Davison County	Address: 1015 S Miller	
City/State/Zip: Mitchell, SD 57301	Phone:	Fax:
Email: statesatty@davisoncounty.org		
Please indicate the name of the service(s) implemented: JDAI/Diversion		

Project Title:	JDAI/Diversion
Requested Project Period:	2 nd year

SECTION 2. PROJECT BUDGET

The Council of Juvenile Services will award or not award funding based the extent to which program design addresses a recognized need and whether the proposal is financially responsible and efficient. Funds will be paid through a reimbursement process for items specifically outlined and approved in the application.

Applicants may apply for up to \$70,000.

Non-supplanting Requirements: Funds or other resources of the applicant normally devoted to programs and activities designed to meet the needs of criminal justice will not be diminished in any way as a result of a grant award of federal funds. The project for which assistance is being requested will be in addition to, and not a substitute for, criminal justice services previously provided without federal assistance.

A. Personnel	TOTAL
Coordinator position	\$40,800
<i>Employee Fringe Benefits</i>	2,400
TOTAL	\$43,200
B. Contracted Services	TOTAL
Glory House (electronic monitoring)	\$1,500
City of Mitchell for Evening reporting center	\$9,000
TOTAL	\$10,500
C. Travel and Per Diem	TOTAL
Training	\$3,185.28
Rapid City convening x3 people	\$1,500
TOTAL	\$4,685.28
D. Equipment	TOTAL
Service for equipment and supplies (toner, etc.) plus security cameras/system	\$2,500

Furnishings for ERC and reception center (fridge, microwave, games, drinks, food)	\$1,500
Cellphone	\$500
TOTAL	\$4,500
E. Operating Expenses	TOTAL
Indirect costs @10%	\$4,000
Incentive gift cards for youth (50*10 gift cards)	\$500
Meals at ERC 1/week for 7 kids (52 weeks * \$50)	\$2,600
TOTAL	\$7,100
Total Project Budget -- Combined totals for all columns	\$69,985.28

NOTE: If there is a change in the above budget, programs will need to request an amendment to their budget. All amendments must be requested in writing prior to the expenditure of funds.

SECTION 3. BUDGET NARRATIVE

In the space provided, explain the relationship between budgeted items listed in Section 2 and project activities. Include information (data and criteria) as to how you arrived at budget estimates. Discuss all items by category and in full.	
Personnel Narrative - Explain how the compensation and expenses were calculated, duties of the position, and any other information about personnel of the project. If proposed funding covers more than one position, you must identify the duties and estimated percent of time for duties that directly relate to the successful implementation of the program(s).	
Position #1:	JDAI/Diversion Coordinator
Justification for the position :	Reduce racial and ethnic disparities in the juvenile justice system, reduce recidivism, reduce juvenile detention population, provide alternatives to detention. Continue to decrease number of youths being held in detention which will also minimize youth contact with the court system.
If the position is existing staff , explain how duties associated with this award are outside the current scope of their position and provide a plan explaining how all duties associated with the position will continue to be provided and funded during this award:	This will enable Davison Co to provide a permanent place to hold an evening reporting center for our youth and also aid in transporting them to and from the center. We will also need assistance to start up a reporting center for youth to be held at in lieu of transporting to Minnehaha County and being held in detention or an alternative when home is still an option. I will also be responsible for hooking up electronic monitoring systems for conditional release.
Personnel Responsibilities & Duties (<i>must directly relate to the implementation of the program</i>)	
1. JDAI Coordination	Estimated % Time 34
2. Diversion services	33
3. Case management, referral and data tracking and analysis	33
4.	
Wage/Salary:	40,000
Benefits:	1,200
Position #2:	NA

Justification for the position :		
If the position is existing staff , explain how duties associated with this award are outside the current scope of their position and a provide a plan explaining how all duties associated with the position will continue to be provided and funded during this award:		
Personnel Responsibilities & Duties <i>(must directly relate to the implementation of the program)</i>		Estimated % Time
1.		
2.		
3.		
4.		
Wage/Salary:		
Benefits:		

Please attach additional sheets for more than 2 positions
SECTION 3. BUDGET NARRATIVE CONTINUED

Contracted Services Narrative - Explain the consultant fees, consultant expenses, contracted services, the cost per service/per youth being served, how the cost for services was calculated, and the process that would be or has been conducted to select the consultant. Contracted services fees cannot exceed \$650 per day.	
Consultant #1:	Glory House
Consultant Fees:	Varies. \$7.50 per day of monitor ONLY while being used.
Contracted Service:	Electronic monitoring systems and overview
Selection Process:	Based on services and price point
Consultant #2:	LSS
Consultant Fees:	\$230/day 2019 \$236.90/day 2020
Contracted Service:	Shelter Care
Selection Process:	
Travel and Per Diem Narrative – Explain the calculation of travel costs for travel outside the home jurisdiction , (travel must be calculated at current state rates (\$0.42 per mile and \$32 per diem)), how the expenses are directly related to the implementation of the project, and if out-of-state travel is anticipated, give particulars (i.e., location, state, dates, purpose, cost).	

Purpose of Travel:	Registration and attendance at a national conference. There are a couple of conferences available, the Coalition for Juvenile Justice (Washington D.C) or National Council of Juvenile and Family Court Judges Conferences (Philadelphia, PA) have agendas that would provide great learning opportunities such as programming ideas, Evidence Based Practices, and learning from other jurisdictions.
Estimated cost to attend an out of state conference is projected at around \$2,000	
Purpose of Travel:	The intention is to bring state/local JDAI involved members together for a conference September 2-3, 2020 for a Statewide JDAI Convening in Rapid City, SD. We will learn about other JDAI reform efforts and strategies from leaders across South Dakota and potentially Nebraska. Total projected cost to include lodging, travel, and per diem is \$540.00.
$[672 \text{ miles}] \times \$0.42 = \$282.24$ $[3 \text{ days}] \times \$32.00 = \$96.00$	
Purpose of Travel:	Registration and attendance at a national conference. There are a couple of conferences available, the Coalition for Juvenile Justice (Washington D.C) or National Council of Juvenile and Family Court Judges Conferences (Philadelphia, PA) have agendas that
	would provide great learning opportunities such as programming ideas, Evidence Based Practices, and learning from other jurisdictions.
Purpose of Travel	Quarterly visits in Pierre, SD for JDAI/Diversion Coordinators. The intention would be to get together with the other individuals in South Dakota doing this work to brainstorm and collaborate. Specific dates have not been selected. This is calculated at four trips to and from Pierre as well as four hotel stays. Total projected cost to include lodging, travel, and per diem is \$1,130 for travel for the quarterly trips.
	$[1,312 \text{ miles}] \times \$0.42 = \$551.04$ $[8 \text{ days}] \times \$32.00 = \$256.00$
Equipment and Operating Expenses Narrative – Explain the supplies and equipment costs directly related to the implementation of the program or project. You must be specific regarding the items in which you intend to use federal funding. For example, a budget item of “office expenses” will not be accepted as these items must be detailed. You need to identify what you anticipate for office expenses and list each item and the estimated costs. Items not specifically outlined will not be eligible for reimbursement.	
Equipment – List nonexpendable items that are to be purchased and show how you calculated these costs. Nonexpendable equipment is tangible property having a useful life of more than 2 years.	
Davison county cellphone stipend is \$500 per year	
Operating Expenses – List items by type (office supplies, postage, training materials, copying paper, and expendable equipment) and show how you calculated these costs. Generally, supplies include any materials that are expendable or consumed during the course of the project.	

10% Indirect Costs associated with the administration and facilitation of the JDAI program (including office space, conference and classroom space, office supplies, postage, copy machine and paper, and training materials), \$3,750

SECTION 4. APPLICATION NARRATIVE

Technical Requirements

Applications will be reviewed initially for compliance with technical requirements. Noncompliance with these requirements may result in the application being deemed non-responsive, and therefore, not acceptable to award.

1. The Alternatives to Detention Support Application is limited to thirty (30) standard 8.5 x 11 pages with one inch margins, excluding attachments.
2. Applications must be typewritten in 12-point Times New Roman font and must be doublespaced.
3. Applications must be bound using a binder clip. Do not staple or submit applications in three-ring binders.
4. Applications must be single sided, not duplexed.
5. Pages must be numbered sequentially.
6. The application must contain original signatures.

Please provide a description, in the order listed below, of each component requested. Clearly present each topic, separated by subject headings. The narrative includes the following sections:

- A Project Abstract and Demonstration of Need;
- B Community Readiness;
- C Alignment with South Dakota JDAI Implementation;
- D Strategy for Implementation;
- E Project Performance Measures and Evaluation; F Description of Project Geographic Boundaries; and G Target Population.

A. PROJECT ABSTRACT AND DEMONSTRATION OF NEED

Davison County is seeking to continue to expand diversion services, alternatives to detention and staff time to assist with JDAI coordination. The goal is that Davison county will continue to expand their continuum of services to benefit the outcome of system involved youth at every decision point. With addition of staff time dedicated to JDAI Coordination, data will be collected at all decision points so informed

decisions can be made by the JDAI collaborative to promote juvenile justice program efficacy. At the front end, diversion services will continue to be expanded. In addition, diversion coordination will continue to include working with community partners to further build upon existing services and relationships while utilizing data to assess needs in the community. We will continue to build on alternatives to detention with the youth in Davison County.

B. COMMUNITY READINESS

Davison County has been a JDAI site for approximately three years. The JDAI collaborative includes the juvenile judge, juvenile prosecutor, state's attorney, sheriff, detention administration, high school administration, local service providers, court services, county commission, and law enforcement. The juvenile prosecutor is actively involved with JDAI in Davison county and has been since the inception of its implementation.

Davison County currently utilizes shelter care and secure detention in Sioux Falls; however, we are in the beginning phases of creating a reception center for the county to utilize in cases where this would be appropriate rather than transporting to Sioux Falls. Davison County is currently working on a conditional release option which would aid in keeping our youth in the community. The JDAI collaborative is supportive of efforts to expand conditional release options in the community and we are progressing in implementing an evening reporting center, reception center, electronic monitoring and conditional release.

The goal of this position is to expand upon current services to offer diversion services to all levels of youth entering the system. The State's Attorney's Office, the county commission, Sheriff's office, juvenile judge, juvenile prosecutor, Police Department and superintendent of the Mitchell school district fully support this effort.

Please see the attached letters of support which indicates the stakeholder agencies willingness to adopt and support the additional JDAI strategies within Davison County.

C. ALIGNMENT WITH SOUTH DAKOTA JDAI IMPLEMENTATION

The average daily population (ADP) in Davison County (2019) for youth in detention was .3 which was reduced from the previous year (2018) of .66. The average length of stay was 8.2 days for 2019 which was again reduced from the previous year of 12 days (ALS). Davison County's override rate in 2019 was 46% also reduced from 2018's override rate of 53%. Davison County is working on a conditional release option to continue lowering this number and keeping youth in the community. With the goal of providing access to a continuum of services, including culturally responsive programming, Davison county will decrease the overrepresentation of youth of color in detention and increase successful diversion outcomes for youth of color. The goal of expanding diversion options is to eliminate existing barriers such as transportation and ability to pay for services.

Grant monies will be utilized for staff time to be dedicated specifically to JDAI Coordination. This will include data tracking ability to determine the success of implemented diversion programs and alternative to detention. Data will be presented to the local JDAI collaborative on a quarterly basis to help guide decision making. The unified Judicial System intends to continue to support the position with training opportunities such as the national JDAI conference, continued JDAI site visits, and participation in more Positive Youth Development curriculums.

D. STRATEGY FOR IMPLEMENTATION

Many of the stakeholders and community members have come together to assume responsibility for alternative to detention in several ways. Mitchell's local recreation center has agreed to let the diversion program hold an evening reporting center in their facility at no cost to the county. This will allow the youth to utilize swimming, basketball, internet, weights and cardio equipment all at their

own leisure while at the ERC. Davison county has also offered to let our program utilize office space to conduct a reporting center for youth in the community free of charge. They are offering this space to the program free of charge. Both of these programs will be overseen and implemented by the JDAI/Diversion coordinator in Davison County along with interns from DWU and MTI.

- I. The Youth Diversion Coordinator will continue to participate in monthly JDAI and Diversion Coordinators calls through the entire grant period
- II. The Youth Diversion Coordinator will hold at least quarterly JDAI collaborative meetings with stakeholders to implement goals on the JDAI work plan. This will include developing and expanding upon existing Alternatives to Detention while utilizing data to drive decision making.
- III. The Youth Diversion Coordinator will attend and participate in a state JDAI Conference in September in Rapid City, SD.
- IV. The Youth Diversion Coordinator, along with the state JDAI Coordinator, will hold a Positive Youth Development training for community stakeholders in 2020.
- V. The Youth Diversion Coordinator will continue to explore and research diversion opportunities for youth based on current community needs.
- VI. The Youth Diversion Coordinator will continue to track and enhance data collection capabilities through the grant period.
- VII. The Youth Diversion Coordinator will participate in local government meetings when necessary to promote youth justice work and create sense of urgency for sustainability after the grant period ends.
- VIII. The Youth Diversion Coordinator, along with the state JDAI Coordinator, will seek to hold a RAI training for Law Enforcement during this grant period.

E. PROJECT PERFORMANCE MEASURES AND EVALUATION

Davison county is working with law enforcement, the State's Attorney's Office, and the local detention center to collect arrest, diversion, average length of stay and average daily population data. Data will be disaggregated by gender, race, and ethnicity. Davison county is currently tracking ALOS and ADP and will provide this to the JDAI collaborative. The JDAI/Diversion coordinator for Davison County has access to up to date RAI data through the Unified Judicial System's JRAI data reporting system.

F. DESCRIPTION OF PROGRAM GEOGRAPHIC BOUNDARIES

The JDAI/Diversion Coordinator position will serve youth, families, and community stakeholders in urban and rural Davison county. According to the 2010 census, the population of Davison county is 19,485 (a new census is currently being done but is not complete at this time). The Kids Count data center estimates that the 2017 population of youth aged 10-17 (youth that could be served by this grant) is 2,073. The county seat is Mitchell, South Dakota.

G: TARGET POPULATION

Target Population Details (Place an "X" in the box to the <i>left</i> of all those that apply)							
Race(s):		Offender Type(s):			Geography:		
x	American Indian/Alaskan Native	x	At-Risk Population (no prior offense)		x	Rural	
x	Asian	x	First Time Offenders		x	Suburban	
x	Black/African American	x	Repeat Offenders		x	Tribal	
x	Hispanic or Latino (of any race)	x	Sex Offenders		x	Urban	
x	Other Race	x	Status Offenders		Age:		
x	White/Caucasian	x	Violent Offenders		x	Under 11	
Sex:		Referral Source:			x	12-13	
x	Female	x	School	x	Court System	x	14-15
x	Male	x	State's Attorney	x	Other _____	x	16 -18

The target population is youth under the age of 18 (and their families), who have had contact with the juvenile justice system or who are at risk of having contact with the juvenile justice system. Target populations for detention reform may also include youth of color, females, youth with school/truancy offenses, domestic assaults on a family member, warrants, and homeless youth.

The goal is to prevent or divert youth involvement in the juvenile justice system and to eliminate or minimize disproportionate minority contact. This project will focus on prevention and intervention for youth engaging in behaviors putting them at risk for justice system involvement. The JDAI collaborations in the county will work to create an effective, fair and efficient system that produces positive outcomes for youth, families and communities while protecting public safety.

SECTION 5: CONFLICTS OF INTEREST, SPECIAL CONDITIONS AND ASSURANCES

Council of Juvenile Services Conflict of Interest Identification

Please identify which Council of Juvenile Services Members, if any, appear to have a conflict of interest with your application and provide a brief narrative explaining the potential conflict of interest.

A council member derives a direct benefit from the contract if one or more of the following is true of the member, the member's spouse, or a person with whom the member lives with and commingles assets:

- 1) Has a five percent ownership or other interest in an entity that is a party to the contract;
- 2) Derives income, compensation or commission directly from the contract or from the entity that is a party to the contract;
- 3) Acquires property under the contract; or

- 4) Serves on the board of directors of an entity (including a nonprofit) that derives income or commission directly from the contract or acquires property under the contract.

“Direct benefit” does not include gain from a contract based solely on the value of a council member’s investment in an entity that is a party to the contract, if that investment represents less than a five percent ownership in the entity. It also does not apply to contracts or transactions where the council member only benefits from an act of the Council of Juvenile Services that has general application, such as a decision by the Council of Juvenile Services to increase or decrease a fee that many South Dakotans pay.

List Current Members

Beth O’Toole, Chair and Professor at the University of Sioux Falls; Sara
McGregor-Okroi, Vice-Chair and Director of Aliive-Roberts County.
Dadra Avery, School Counselor at Sturgis Brown High School;
Pat Bad Hand, Rosebud Sioux Tribe Detention Center;
Judge Tami Bern, First Judicial Circuit Judge;
Keegan Binegar, Youth Member;
Kristi Bunkers, Department of Corrections Director of Juvenile Services;
Kim Cournoyer, Service Provider at Great Plains Psychological Associates;
Charles Frieberg, Director of Trial Court Services;
Tiffany Glaser, Department of Social Services JJRI Program Manager;
Doug Herrmann, Executive Director of The Club for Boys;
Sheriff Brad Howell, Codington County Sheriff;
Alexis Kohler, Youth Member;
Angela Lisburg, Avera Saint Mary’s Hospital;
Dave McNeil, Aberdeen Police Department Chief;
Betty Oldenkamp, Chair and CEO of Lutheran Social Services;
Tierney Scoblic, Youth Member;
Carol Twedt, Former Minnehaha County Commissioner; and Cassidy
Wright, Youth Member.

Special Conditions and Assurances

The following information contains the general conditions and assurances as necessary for recipients of funding awarded under this application. Please note that final assurances and conditions may be different than those stated below based on the composition of the individual program. Signatures under this section indicate that the applying agency understands that a successful subgrant award under this application you will be subject conditions and awards comparable to those as follows and that failure to adhere to outlined conditions and assurances may result in suspension or termination of the award.

General Award Conditions:

1. The Subgrantee agrees to comply with all Formula Grant program requirements.
2. The Subgrantee agrees to follow the JDAI model and strategies.

3. The Subgrantee agrees to obligate and expend the grant amount within the subgrant award period.
4. The Subgrantee agrees to provide all program reports that are requested by the SD Department of Corrections or the Office of Juvenile Justice and Delinquency Prevention by their due date as requested.
5. The Subgrantee agrees to provide all Performance Measure Data and Program Specific data to the SD Department of Corrections.
6. The Subgrantee agrees to request reimbursement on a monthly basis and for only those expenditures outlined in the application approved by the SD Department of Corrections. Claims sheet and all supporting documentation must be submitted within 30 days of the end of the month that the services were paid.

Assurances: The Subgrantee hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F. R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The Subgrantee also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. The subrecipient's conflict of interest policy is to be provided to the SDDOC upon request for review.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements applicable to providing services pursuant to this Agreement and will be solely responsible for obtaining current information on such requirements. It will comply with all lawful requirements imposed by the awarding agency, specifically including applicable regulations 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 46, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); The Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disability Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

If a governmental entity -

- a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

7. It will provide language services for limited English proficiency (LEP) individuals as needed in order to provide services as covered under this award in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d.
8. Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Acceptance of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," 2 CFR Part 2867, "DOJ Implementation of OMB Guidance of Nonprocurement Debarment and Suspension," and 28 CFR Part 83, "Government-wide Debarment and Suspension," and Government-wide Requirements for Drug-Free Workplace (Grants)."
9. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," subrecipients are encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
10. Any website that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages, and on any pages from which the visitor may access or use a webbased services "This web site is funded through a grant from the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, the web site." **Equal Employment Opportunity Plan (EEOP):** Pursuant to 28 C.F.R. §§ 42.301-.301, applicant must take one of the following actions: either submit an EEOP to the SDDOC for submission to the Office for Civil Rights (OCR) for review, maintain an EEOP on file, or submit an EEOP Certification form to the SDDOC for submission to the OCR in order to monitor the subrecipients compliance with the EEOP requirement.

Non-supplanting Requirements: Funds or other resources of the applicant normally devoted to programs and activities designed to meet the needs of criminal justice will not be diminished in any way as a result of a grant award of federal funds. The project for which assistance is being requested will be in addition to, and not a substitute for, criminal justice services previously provided without federal assistance.

Audit Requirement: Acceptance of this grant award requires the subgrantee organization or governmental entity to include this subgrant in the scope of their regularly scheduled annual or biennial audit. The audit must be conducted in accordance with the appropriate OMB Circular (A-128, A-133, A-102/Common Rule). If applicable, the subrecipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the subrecipient's website

Termination Provision: This Agreement may be terminated by the SDDOC hereto upon thirty-(30) days written notice. In the event the applicant/subgrantee breaches any of the terms or conditions hereof, the SDDOC may terminate this Agreement at any time with or without notice. If termination for such default impacts the SDDOC, any payments due to the applicant/subgrantee at the time of termination may be adjusted to cover any additional costs to the SDDOC because of the applicant/subgrantee's default. Upon termination, the SDDOC may assume the responsibility for the project or may award another party funds to complete the work under this Agreement. If after termination for default by the applicant/subgrantee it is determined that the applicant/subgrantee was not at fault, then the applicant/subgrantee shall be paid for eligible services rendered and expenses incurred up to the date of termination.

Insurance Provision: The Subgrantee, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

- o Commercial General Liability Insurance: The Subgrantee shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than **\$1 million** for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit. o Professional Liability Insurance or Miscellaneous Professional Liability Insurance: The Subgrantee agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit

not less than \$1 million. o Business Automobile Liability Insurance: The Subgrantee shall maintain business automobile liability insurance or equivalent form with a limit not less than \$1 million for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

- o Worker's Compensation Insurance: The Subgrantee shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Before beginning work under this Agreement, the Subgrantee shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on 30 days prior written notice to the State. The Subgrantee shall furnish copies of insurance policies if requested by the State. Such insurance shall contain no special limitations or exclusions as they may relate to this agreement.

Default Provision: This Agreement depends upon the continued availability of federal funds awarded to the SDDOC and appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds rejections, this Agreement will be terminated by the State. Termination for any of these reasons is not default by the State nor does it give rise to a claim against the State. Failing to provide monthly reimbursement and quarterly progress reports may result in termination of the subgrant award.

Amendment Provision: This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof and be signed by an authorized representative of each of the parties hereto.

Venue Clause: This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

Subcontractors Provision: The Subgrantee may only use subcontractors to perform the services as outlined in their approved grant proposal. Any additional subcontracts or awards may only be granted with the express prior written consent of the State. The Subgrantee will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Subgrantee will cause its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

Subgrantee Agreement: It is understood and agreed by the Subgrantee that any grant received as a result of this application shall be subject to the Special Assurances and Conditions and other policies, regulations, and rules issued by the Department of Justice for the administration of grant projects under (P.L. 100-690) including, but not limited to, the following:

1. Competitive bids must be obtained for all equipment, construction and contracted services applications, as required by applicable local, state, or federal law or regulations.
2. If any agency other than the applicant is to contribute supporting or local funds, the Applicant must document the contribution.
3. Any funds awarded under one subgrant cannot be used in another.
4. Expenses or expenditures for items not listed in the original budget will not be reimbursed. Variances from the approved budget will require a budget amendment approved in advance by SD Department of Corrections.
5. All applicants are subject to federal, state, and local laws and regulations.
6. The Subgrantee shall not obligate any funds until the SD Department of Corrections formally awards subgrant.

7. The Subgrantee agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
8. Reimbursement of expenses is contingent upon submission of monthly financial reports.
9. The Subgrantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of SD Department of Corrections and OJP.
10. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds shall clearly state: 1) the percentage of the total cost of the program or project which will be financed with federal money, and 2) the dollar amount of federal funds for the project or program.
11. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, disability, or age against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs and to the SD Department of Corrections.
12. The Subgrantee agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as a result of performing services hereunder. This section does not require the Subgrantee to be responsible for or defend against claims of damages arising solely from acts or omissions of the State, its officers or employees. Nothing in this Agreement shall be construed as a waiver of sovereign immunity or consent to jurisdiction in any court other than the courts of the Unified Judicial System of the State of South Dakota.

State of South Dakota Grant Subrecipient Attestation:

If awarded, the subgrantee will attest to meeting the following requirements per SDCL 1-56-10:

1. A conflict of interest policy is enforced within the subrecipient's organization;
2. The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the subrecipient's website;
3. An effective internal control system is employed by the subrecipient's organization; and
4. If applicable, the subrecipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the subrecipient's website.

The officials who certify this document agree to adhere to all terms and conditions relating to this application. Duplication of responsibilities by one individual for any position listed below is NOT acceptable.

Original Signatures are Required

County Commission Chair

Name Brenda Bode		Title Davison County Comm. Chair	
Address		City/State/Zip	
E-mail brendab@davisoncounty.org	Phone	Fax	
Signature <u>Brenda Bode</u>		Date May 22, 2020	
<small>Brenda Bode (May 22, 2020 07:21 CDT)</small>			

B. Project Director

Name James A. Miskimins		Title Davison Co. States Attorney	
Address		City/State/Zip	
E-mail statesatty@davisoncounty.org	Phone	Fax	
Signature <u>James A. Miskimins</u>		Date May 20, 2020	
<small>James A. Miskimins (May 21, 2020 13:49 CDT)</small>			

C. Financial Officer


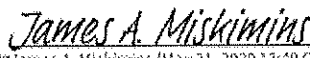
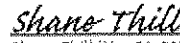

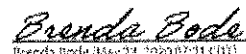
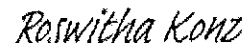

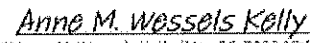
Name Susan Kiepke		Title County Auditor	
Address Davison County		City/State/Zip	
E-mail susank@davisoncounty.org	Phone	Fax	
Signature <u>Susan Kiepke</u>		Date May 28, 2020	
<small>Susan Kiepke (May 28, 2020 11:21 CDT)</small>			

D. Other Official

Name		Title	
Address		City/State/Zip	
E-mail	Phone	Fax	
Signature		Date	

Original Signatures are Required

Local JDAI Workgroup Members

A. Name	Alicia Odland	Title	Deputy States Attorney
Date	May 20, 2020	Signature	 Alicia Odland (May 20, 2020 16:02 CDT)
B. Name	James A. Miskimins	Title	Davison Co. States Attorney
Date	May 21, 2020	Signature	 James A. Miskimins (May 21, 2020 13:49 CDT)
C. Name	Shane Thill	Title	Director/Assistant Principal
Date	May 21, 2020	Signature	 Shane Thill (May 21, 2020 14:04 CDT)
D. Name	Ron Freeman	Title	Chief Court Services Officer
Date	May 21, 2020	Signature	 Ron Freeman (May 21, 2020 16:24 CDT)
E. Name	Brenda Bode	Title	Davison County Comm. Chair
Date	May 22, 2020	Signature	 Brenda Bode (May 22, 2020 07:31 CDT)
F. Name	Roswitha Konz	Title	Clinical Director/Dakota Counseling Institute
Date	May 26, 2020	Signature	 Roswitha Konz (May 26, 2020 15:14 CDT)
G. Name	Eric Klooz	Title	Executive Director/Abbott House
Date	May 27, 2020	Signature	 Eric Klooz (May 27, 2020 11:01 CDT)
H. Name	Anne M. Wessels Kelly	Title	Dakota Wesleyan University Professor of Psychology and Department Chair
Date	May 27, 2020	Signature	 Anne M. Wessels Kelly (May 27, 2020 13:11 EDT)

Please attach additional sheets for more than 8 members.

SECTION 7. ATTACHMENTS

Description of Attachments – Identify and describe the significance of all additional materials you include as attachments. Please limit additional materials to items such as program effectiveness

documentation; pertinent letters of support or commitment; research documentation; resource documentation; and any other materials. Attach all additional documents following this page.

Attachment 1
2019 RAI and Detention Data
Attachment 2
MOU
Attachment 3
Letters of Support
Attachment 4
Attachment 5
Attachment 6

ENCLOSE RELEVANT ATTACHMENTS AFTER THIS PAGE

Signature:

FILED

JAN 18 2018

Civ 18-01

Devin K. McQueen
DAVISON COUNTY CLERK OF COURTS
FIRST JUDICIAL CIRCUIT COURT OF SD

**DAVISON COUNTY JUVENILE DETENTION ALTERNATIVES
INITIATIVE (JDAI) STEERING COMMITTEE
MEMORANDUM OF UNDERSTANDING (MOU)**

I. PARTIES

This document constitutes an agreement between the First Circuit Court, Davison County Sheriff's Office, Davison County States Attorney's Office, First Circuit Court Services, Mitchell Police Department, Mitchell Public School District, South Dakota Department of Corrections, South Dakota Department of Social Services, Abbott House, Dakota Wesleyan University, Dakota Counseling Institute, Lutheran Social Services, and other parties as amended.

II. PURPOSE

This agreement establishes the Davison County JDAI Steering Committee and is entered into by the above named agencies for the purpose of establishing a cooperative relationship in order to replicate the eight core strategies of the JDAI in order to:

- Eliminate the inappropriate or unnecessary use of secure detention;
- Minimize re-arrest and failure to appear rates pending adjudication;
- Ensure appropriate conditions of confinement in secure facilities;
- Redirect public finances to sustain successful reforms; and
- Reduce racial and ethnic disparities.
- Reduce truancy through the use of the SAM alternative community program.

III. PERIOD OF AGREEMENT AND MODIFICATION/TERMINATION

This MOU will become effective when signed by all parties. The period of the agreement is three years from the date of the last participating agency signature on this agreement.

Modifications to this MOU must be submitted in writing at least 30 days in advance and approved by all participating agencies. In the event additional parties are added to the Davison County JDAI Steering Committee, the new party may be added upon approval by all participating agencies.

Intent to terminate participation in this MOU must be submitted in writing at least 90 days in advance of termination to all participating agencies.

IV. THE JUVENILE DETENTION ALTERNATIVES INITIATIVE MODEL

The parties agree that the Davison County JDAI Steering Committee will follow the JDAI model as developed by the Annie E. Casey Foundation. The model's core strategies are as follows:


- Collaboration among juvenile justice agencies, community organizations, and other government agencies;
- The use of data in making policy and case-level decisions;
- Objective instruments to guide detention decisions;
- Operation of a continuum of non-secure detention alternatives;
- Case processing efficiencies to reduce time between arrest and case disposition;
- Improvement of conditions of confinement;
- Safe reductions of special populations (i.e. violations of probation, warrants, and cases awaiting placement); and,
- Racial/ethnic fairness in policy and case-level decision-making.


V. RESPONSIBILITIES OF THE PARTIES

All parties agree to work cooperatively to address the purpose of JDAI as identified above. Members of the Davison County JDAI Steering Committee agree to attend meetings on a regular basis, make their decisions based on the purposes and processes of the JDAI model, and carry out what is in the best interest of youth that is consistent with community protection. The parties agree to provide access to data that will support the JDAI process, consistent with state and federal confidentiality restrictions.

VI. COMMITTEE LEADERSHIP AND MEETINGS

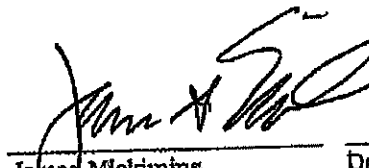
JDAI Co-chairpersons, Honorable Judge Patrick Smith and James Miskimins of the Davison County States Attorney's Office, were selected by the conveners of the JDAI Steering Committee at the beginning of the JDAI journey in Davison County. Meetings will occur at least quarterly and will be led by at least one or both of the JDAI Co-chairpersons. Co-chairpersons have the authority to establish any subcommittees necessary to support the accomplishment of local JDAI implementation.

 11-30-2017
Honorable Cheryl Gering Date
Presiding Judge, 1st Judicial Circuit


Honorable Patrick Smith
Circuit Court Judge, 1st Judicial Circuit
JDAI Co-Chair

Date

12/6/17



James Miskimins
Davison County State's Attorney
JDAI Co-Chair

Date

12/6/17



Sheila Wetier
Lutheran Social Services

Date


Steve Brink
Davison County Sheriff


Date

12/11/2017


Ron Freeman
Chief Court Services Officer
First Circuit Court Services


Date

12-1-17


Chief Lyndon Overweg
Mitchell Police Department

Date

12/6/17


Joseph Graves
Mitchell Public School District


Date

12/1/17


Ryan Van Genderen
SD Department of Corrections

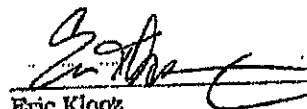
Date

12-6-17


Brad Oetken
SD Department of Social Services
Kristi Wagner - CPS-DSS


Date

12-1-17


Eric Klooz
Abbott House

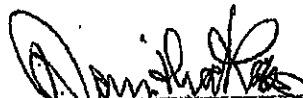
Date

12-6-17


Jesse Weins
Dakota Wesleyan University

Date

12-6-17


Roswitha Konz
Dakota Counseling Institute

Date

12-6-17



- Psychiatric Residential Treatment
- Therapeutic Foster Care Black Hills & Mitchell
- Independent Living

RE: Letter of Support

To Council for Juvenile Services

Abbott House has a long history of serving South Dakota youth. Our organization has been serving vulnerable populations from across South Dakota for over 80 years. During that time there have been numerous changes in the system of care for youth.

Over the past decade, the number of youth served in facilities has declined dramatically. Although the youth are not using facility-based treatment, most of them need additional supports to be safe and productive in their environment. Davison County has been proactive in looking for ways to best serve youth needing some additional support in our community.

As a long-term provider in South Dakota we are in support of the JDAI/Diversion Coordinator position. Having someone with experience available to provide case management and assist in developing strategies for diversion will enhance outcomes for youth in the area. Many programs have been discussed for years such as shelter care or an evening reporting center. There is a need but there has never been the "manpower" to get the plan put together. Funding this position of a JDAI/Diversion Coordinator will provide someone who can be dedicated to making change happen.

Please consider Davison County for funding to continue their development of this program.

Sincerely,

Executive Director
Abbott House

JDAI Grant Application
Letter of Support
May 11, 2020

To Whom It May Concern

On behalf of the Davison County Board of Commissioners please accept this letter of support.

We are very appreciative of the investment that has been made in the program and ask for your continued consideration.

Data provided to us by the diversion coordinator proves that the need is real and the benefits are showing in the number of individuals that have been helped already by this program.

Providing alternatives to detention and assisting young people to get on a better path for life is always a good choice and one that is embraced by this board, our county officials, city leaders and public schools administration and staff.

As youth diversion co-coordinator, Katie Buschbach has been the perfect fit. She has been able to bring the entire community to the table and achieve support and assistance from everyone. She is building a strong network of individuals and groups who are willing to join together in providing leadership and guidance to youth who may be at risk. She has found efficient and effective ways to use the financial support that has been provided and her actions make us feel confident the program is on solid ground with a positive future ahead.

Again, our thanks for your consideration of this grant application and the investment of our youth.



Brenda Bode
Davison County Commission Chairperson



First Judicial Circuit Court

Circuit Administrator
Kim Allison
Chief Court Services Officer
Ron Freeman
Deputy Chief CSO
Becky Altman
Circuit Assistant
Joan Novak

Patrick Smith
Circuit Court Judge
200 E. 4th Avenue
Mitchell, SD 57301
Phone: 605.995.8243
Fax 605.995.8107
Email: Patrick.Smith@ujs.state.sd.us

Stephanie Moen
Official Court Reporter
200 E. 4th Avenue
Mitchell, SD 57301
Phone: 605.995.8102
Fax 605.995.8107
Email: Stephanie.Moen@ujs.state.sd.us

Presiding Judge
Cheryle Gering
Circuit Judges
Bruce Anderson
Tami Bern
Chris Giles
David Knoff
Patrick Smith
Magistrate Judges
Donna Bucher
Kasey Sorensen

April 24, 2020

Counsel for Juvenile Services

Re: Grant Application JDAI/Diversion Coordinator

To Whom It May Concern:

I have been asked to share my support of the above grant application and I do so without hesitation.

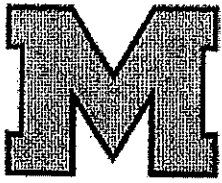
As the Circuit Court Judge who handles juvenile court in Davison County, I can tell you of the frustration that a decision regarding a child sometimes causes, as our alternatives are limited. I have seen many interested parties from all areas - schools, law enforcement, counseling, treatment, the courts and others - come together, all with the goal of doing what is best for kids in our community.

Davison County created this position geared towards pulling together the many disciplines working on these issues locally and developing practical options for such difficult circumstances. I am pleased that they found a person with the talent and vision to identify issues and solutions, to determine what alternatives to detention are possible here, to better handle case management and diversions, and to develop and plan for implementation options such as reception/reporting centers as alternatives for at risk youth. Knowing that Ms. Katie Buschbach is on the job only strengthens my support, as she has been stellar since her hire.

I appreciate that a grant exists for this and thank you for your efforts to address these issues as well.

Sincerely,

Patrick T. Smith
Circuit Court Judge



MITCHELL SCHOOL DISTRICT NO. 17-2

Mitchell Senior High/Second Chance High

920 N. Capital Street – Mitchell, SD 57301—Phone (605)-995-3034 – Fax (605) 995-3047

May 22, 2020

To the Council for Juvenile Services:

I am writing this letter in support of the grant for the JDAI/Diversion Coordinator position in Davison County. As a county, and a community we have more to do to ensure our juvenile justice system assists our youth, and allows them to be a participant in our society and not a future burden. Any reform efforts will take time and upfront funding, but the outcome will benefit the entire community in the long run.

As one of the large school districts in South Dakota, we continue to deal with youth who struggle in many areas of their life. We would benefit from additional options through a robust and innovative diversion program. The delinquent infractions are not going to decrease without more options for case management and diversion, "on demand" shelter care to decrease the override rates, and to help keep low risk youth out of secure detention. A community reception center or an evening reporting center would assist with the problems noted above. Research has proven without positive youth interventions, problems such as: untreated mental health needs, poverty, and exposure to criminal behavior will accelerate throughout a community.

I am excited about the possibility through the use of our JDAI Diversion Coordinator of additional services added to Mitchell and Davison County as we continue to work towards improving our juvenile justice system. Once again, I am glad to express my support for this grant application. Please don't hesitate to contact me if you have any questions about how the Mitchell School District plays a role within this grant proposal.

Educationally,

Shane Thill

Shane Thill
Director/Assistant Principal
Second Chance High/MCTEA/Mitchell High School
821 N. Capital Street
Mitchell, SD 57301
(605) 995-7509
Shane.thill@k12.sd.us